

APPENDIX ANCILLARY EQUIPMENT

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APPENDIX ANCILLARY EQUIPMENT

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions for Ancillary Equipment provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.4 The prices at which **PACIFIC** agrees to provide CLEC with Ancillary Equipment are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.5 This equipment can be ordered and used by the CLEC to enhance the capability and functionality of a UNE above the levels specified and defined in this Appendix between the CLEC and **PACIFIC**.
- 1.6 Many of the products contained in this Appendix will be used in conjunction with **PACIFIC** provided UNEs, and must be ordered accordingly.

2. GENERAL TERMS AND CONDITIONS

- 2.1 The CLEC is solely responsible for all services provided to the CLEC's End User customers over the items used by the CLEC in this Appendix.
- 2.2 **PACIFIC** is responsible only for the installation, operation and maintenance of the ancillary equipment originally defined and ordered by the CLEC. **PACIFIC** is not responsible for the proper functioning of the Telecommunication Services provided by the CLEC through the use of the ancillary equipment.
- 2.3 The ancillary equipment items contained in this Appendix must be ordered with specificity.

- 2.4 Items contained in this Appendix are only available where they are currently deployed in the **PACIFIC** network and where spare capacity exists.
- 2.5 The ancillary equipment provided by **PACIFIC** under the provisions of this Appendix shall remain the property of **PACIFIC**.
- 2.6 Where ancillary equipment is provided to CLEC and is for any reason disconnected, the individual ancillary equipment shall be made available to **PACIFIC** for future provisioning needs, unless the ancillary equipment is disconnected in error.
- 2.7 Any changes or rearrangements of the ancillary equipment shall constitute a new request and applicable non-recurring and service order charges apply.

3. **ANCILLARY EQUIPMENT ITEMS**

3.1 Analog Bridging

- 3.1.1 This will be for the bridging of three or more **PACIFIC** analog loop UNEs.
- 3.1.2 Bridging is available only where **PACIFIC** currently has analog bridging equipment deployed.
- 3.1.3 Analog bridging is available on 2-wire and 4-wire analog loops.
- 3.1.4 Analog bridging will require a 2-wire or a 4-wire Master Leg Plug and a corresponding 2-wire or 4-wire Analog Bridge Plug will be needed to complete the bridging arrangement.
- 3.1.5 Analog Bridging is only to be used with local switched services and will only be offered where available as defined in the NECA FCC Tariff 4, Sections 7 and 16.
- 3.1.6 The CLEC will be responsible for ordering the analog bridging and the UNEs to be connected to the arrangement with specificity.

3.2 Program Audio Hubbing

- 3.2.1 **PACIFIC** will provide bridging for three or more voice grade UNE loops, capable of carrying an audio transmission signal.

3.2.2 Audio hubbing equipment will be made available to CLECs where the equipment is currently deployed in the **PACIFIC** network and where spare capacity and inventory exists.

3.2.3 **PACIFIC** will make audio hubbing arrangements available in a single **PACIFIC** central office or multiple **PACIFIC** central offices.

3.2.4 **PACIFIC** will offer the following transmission frequencies:

3.2.4.1 0.0 – 3.5 Khz

3.2.4.2 0.0 – 5.0 Khz

3.2.4.3 0.0 – 8.0 Khz

3.2.5 The CLEC will be responsible for ordering the audio bridging and the UNEs to be connected to the hubbing arrangement with specificity.

3.3 Digital Cross Connect (DCS)

3.3.1 **PACIFIC** will make available to CLECs connectivity to the DCS where available.

3.3.2 This connectivity to the DCS is only available where **PACIFIC** has the technology deployed and spare capacity exists.

3.3.3 This connectivity will allow DS1 UNE loops to be used in conjunction with Customer Network Reconfiguration service offered in this Appendix.

3.4 Custom Network Reconfiguration

3.4.1 **PACIFIC** will make termination of Unbundled Transport and DS1 capable loop to existing DEXCS equipment where this equipment exists and spare capacity is available on the DEXSC for this termination.

3.4.2 **PACIFIC** will allow CLEC to order dedicated dial-up ports for access to the Customer Access Network to issue the reconfigure functionality.

3.4.3 **PACIFIC** will supply CLEC with Secure ID cards to access the Customer Access Network.

3.4.4 CLEC must provide **PACIFIC** with an administrative line for billing of the dedicated dial-up port.

3.4.5 CLEC must provide their own terminal equipment and communications software to issue the reconfiguration request.

3.4.6 Terminating existing DS1 capable loops and existing Unbundled Transport onto the DEXCS will result in new connect charges.

3.5 Loops on Copper or Fiber

3.5.1 This offering allows the CLEC to determine whether existing facilities exist to provision the DS1 on copper as specified by the CLEC.

3.5.2 A facilities availability verification charge will be applicable for requests of this nature. CLEC pays the non-recurring charge for the facility availability verification process even if the specified medium is not available.

3.5.3 This service will only be offered where available and is intended for DS1 only.

3.5.4 Should **PACIFIC** upgrade its network, **PACIFIC** will not guarantee that DS1s provisioned on a particular medium will continue to remain on that medium if it is no longer available.

3.6 Diverse Routing

3.6.1 **PACIFIC** will offer diverse routing in the same manner as outlined in **PACIFIC** Tariff 128, Section 7.2.9 (d)(5).

3.6.2 Diversity is available in **PACIFIC** central offices where **PACIFIC** offers the Alternate Serving Wire Center (ASWC). A complete list of these **PACIFIC** central office locations where ASWC is available as set forth in **PACIFIC** Tariff 128.

3.6.3 **PACIFIC** will designate the **PACIFIC** alternate wire to be used for the diverse routing.

3.6.4 If diverse facilities are not available, the request will then be handled on an individual case basis and priced as such. Wholesale construction charges will also apply when applicable.

4. PRICING

- 4.1 Service order charges, change order charges and disconnect charges will apply when applicable.
- 4.2 All rates for ancillary equipment and associated charges can be found in the Appendix Pricing in the “Other (Network Elements) and Miscellaneous Equipment” category listed as “Ancillary Equipment”.

5. BILLING

- 5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.